

## **SCHEDULE 9**

### **Change Control Request Procedure**

#### **1. Introduction**

1.1 This Schedule sets out:

- (A) the processes for requesting, considering and implementing Changes;
- (B) the types and categories of Change;
- (C) the basis of funding Changes made as a result of a Change in Law;
- (D) the form to be used when ordering Additional Services; and
- (E) the basis for pricing the Service Provider's charges in respect of Changes.

1.2 In respect of changes to the Services or the Service System(s) which are not Changes, the Service Provider shall comply with Clause 34.2 (*Change Control*).

#### **2. Change Manager**

2.1 TfL and the Service Provider shall each appoint a person to manage and act as the single point of contact for the other Party in relation to Changes and the Change Control Request Procedure (each a "**Change Manager**").

2.2 The Change Managers shall be responsible for managing Change Control Requests and escalating such requests to the Commercial Review Group and/or the Operational Review Group, as appropriate.

2.3 The Service Provider shall not, in relation to a Change, be entitled to charge any costs in respect of change resources which have already been included in the Financial Model as forming part of the baseline pricing of the Service Charges.

#### **3. Types of Change, Parameter Change and Additional Services**

3.1 Changes to which this Schedule applies shall be categorised as one of the following:

- (A) a General Change, which TfL or the Service Provider shall be entitled to propose in accordance with paragraphs 8 or 9, as applicable;
- (B) an Emergency Change, which TfL shall be entitled to propose in accordance with paragraph 10;
- (C) a Mandatory Change, which TfL shall be entitled to require in accordance with paragraph 11;
- (D) a Merchant Acquirer Change, which TfL shall be entitled to require in accordance with paragraph 12; or
- (E) a Parameter Change, which TfL shall be entitled to require in accordance with paragraph 3.2.

- 3.2 Notwithstanding any other provision in this Schedule, to the extent that a Change is, or involves, a Parameter Change, the Service Provider shall make such Parameter Change:
- (A) (provided TfL has requested such Parameter Change in writing) without the Parties completing a Change Control Request, Impact Assessment or Change Authorisation in respect of such Parameter Change;
  - (B) within one (1) Working Day or at such other time specified by TfL in the Change Control Request; and
  - (C) at no cost to TfL,

irrespective of whether there are associated Changes which need to be considered and implemented by the Parties in accordance with this Schedule.

- 3.3 TfL shall be entitled to require the Service Provider to provide Additional Services from time to time. The process for documenting the terms and conditions of the Additional Services to be provided shall be conducted as a General Change.

#### 4. **Change Request Process – General Principles**

- 4.1 The Service Provider shall discuss any proposed Changes with TfL in good faith, all such discussions to take place at the relevant Commercial Review Meeting in accordance with Schedule 10 (*Contract Management and Reporting*).
- 4.2 The Service Provider shall submit to TfL a list of proposed Changes for discussion at the Commercial Review Meeting.
- 4.3 At each Commercial Review Meeting, the Service Provider shall ensure that its members of the Commercial Review Group present:
- (A) a complete list and detailed descriptions of all outstanding, new and anticipated Change Control Requests; together with details as to when each was issued or is to be issued and its current status;
  - (B) a report on proposed Changes to the Services or Service System(s) which it does not consider to be Changes (as required pursuant to Clause 34.2 (*Change Control*)); and
  - (C) a report on resources deployed in relation to Changes during the period since the previous Commercial Review Meeting including such detail as TfL may reasonably request.
- 4.4 The Commercial Review Group shall conduct discussions relating to outstanding Change Control Requests in good faith and shall prioritise such Change Control Requests as TfL may require, acting reasonably.
- 4.5 The Service Provider shall use its reasonable endeavours to suggest Changes from time to time that would result in a benefit to TfL (whether in terms of a reduction in Service Charges and/or an improvement in the Services).
- 4.6 If the Service Provider wishes to submit a Change Control Request, it shall submit such request in the format set out in Annex A.

- 4.7 If TfL wishes to submit a Change Control Request, at TfL's request the Service Provider shall complete the Change Control Request on TfL's behalf (based on summary details provided by TfL).
- 4.8 If TfL requests an Initial Response, the Service Provider shall provide such response in the format set out in Annex B. If TfL does not request an Initial Response, the Service Provider is to proceed straight to an Impact Assessment.
- 4.9 If TfL requests an Impact Assessment, the Service Provider shall provide such assessment in the format set out in Annex C.
- 4.10 In relation to any Restricted Change, the Service Provider shall comply with paragraph 14.
- 4.11 Until such time as a resultant amendment to the Agreement is authorised in accordance with the Change Control Request Procedure, the Service Provider and TfL shall, unless otherwise required under this Schedule or agreed in writing, continue to perform their respective obligations under this Agreement as if the Change giving rise to such amendment had not been requested.
- 4.12 Any discussions which take place between TfL and the Service Provider in connection with a Change before the authorisation of a resultant amendment to the Agreement shall be without limitation to the obligations, and without prejudice to the rights or remedies, of each Party under this Agreement (and, in the case of rights and remedies, under common law or in equity).
- 4.13 The Service Provider shall not commence any new work in connection with Changes (or any other piece of work) until a Change Authorisation has been issued pursuant to the provisions of this Schedule. The Service Provider agrees that it shall not be relieved of any of its obligations as a result of TfL considering or refusing any Change Control Request nor shall TfL's rights or remedies (under this Agreement, under common law or in equity) be prejudiced or affected in any way by such consideration or refusal.
- 4.14 Any issue or Dispute in relation to a Change Control Request shall be resolved in accordance with the Dispute Resolution Procedure.

5. **Authorisation Limits**

- 5.1 The prescribed limits and authorisations for executing Change Authorisations are set out below.

<b>Sum of One-off Changes and impact on Service Charges over the Term</b>	<b>Authorised Signatories TfL / Service Provider</b>
£0 - £500,000	TfL: General Manager, Road User Charging Service Provider: Head of Service Operations
£0 - £1,000,000	TfL: Commercial: Surface Category Manager

Sum of One-off Changes and impact on Service Charges over the Term	Authorised Signatories TfL / Service Provider
	Service Provider: Contract Manager
£0 - £5,000,000	TfL: Director Service Provider: Divisional Managing Director
£0 - £25,000,000	TfL: Managing Director (Surface Transport) Service Provider: Executive Director

5.2 The Service Provider shall accept a copy of the Change Authorisation, signed as appropriate (based on the appropriate authorisation) and with a copy of the relevant Impact Assessment attached, as formal authorisation to proceed with a Change.

5.3 For the purposes of this paragraph 5, a reference to an Authorised Signatory of TfL shall be to the specified Authorised Signatory set out above or such nominee of that Authorised Signatory as may be notified by TfL to the Service Provider from time to time.

## 6. **Milestones, Testing and Payment**

6.1 TfL shall be entitled to specify in the Change Control Request Milestones and associated Milestone Achievement Criteria for the proposed Change.

6.2 The Service Provider shall provide proposed revised or additional Milestone Achievement Criteria, if appropriate, as part of any relevant Impact Assessment.

6.3 All Testing of Changes shall be conducted in accordance with and subject to the provisions of Clause 10 (*Testing*) and Schedules 3 (*Milestones and Deliverables*) and 4 (*Testing Regime*).

6.4 Until such time as all Testing in relation to the Change and any testing and other completion criteria reasonably required by TfL to demonstrate implementation of the Change has been successfully completed in accordance with Clause 10 (*Testing*) and Schedules 3 (*Milestones and Deliverables*) and 4 (*Testing Regime*):

(A) TfL shall be under no obligation to commence payment in respect of the relevant Change;

(B) in respect of a Change to the Service System(s), the Service Provider shall ensure that such Change shall not (in whole or in part) be used in the live operation of the Service System(s) (unless otherwise agreed in writing by TfL, for example in relation to an Emergency Change).

## 7. **Charging for Changes**

7.1 The pricing of any Changes shall be calculated in accordance with Annex D.

- 7.2 If the Service Provider proposes that the Service Failure Points shall be changed, or a One-off Charge shall be payable, in respect of a Change, it shall set out such proposal in the form set out at Annex E.
- 7.3 Subject to paragraphs 6.4 and 13 of this Schedule, on issue by TfL of a relevant Change Authorisation and production of an appropriate serially numbered amendment to this Agreement in accordance with this Schedule, payment of the associated One-off Charge or the associated adjustment to the payment of the Service Charges shall, if appropriate, be made in accordance with the payment terms specified in that Change Authorisation.
8. **General Change Proposed by TfL**
- 8.1 TfL shall be entitled to request a General Change in accordance with this paragraph 8. In relation to such requested General Change, unless and until a written Change Authorisation has been executed by the authorised representative of TfL and accepted by the Service Provider, the Service Provider shall continue to supply the Services in accordance with the existing terms of this Agreement.
- 8.2 If TfL wishes to request a General Change, it shall (subject to paragraph 4.5) serve on the Service Provider a Change Control Request using the form as set out in Annex A.
- 8.3 As soon as reasonably practicable and in any event within the periods set out below, or otherwise expressly agreed in writing between the Parties, the Service Provider shall deliver to TfL one of the following, in accordance with TfL's instructions:
- (A) an Initial Response in accordance with Annex B within ten (10) Working Days of receipt by the Service Provider of the Change Control Request; or
  - (B) an Impact Assessment in accordance with paragraphs 8.7 and 8.10 within twenty (20) Working Days of receipt of the Change Control Request,
- or, subject to paragraph 8.4, issue a notice within ten (10) Working Days setting out in detail the grounds on which the Service Provider objects to the proposed General Change (an "**Objection Notice**").
- 8.4 The Service Provider shall only be entitled to object to a Change Control Request relating to a General Change to the extent it can demonstrate to TfL's reasonable satisfaction that the General Change would, if implemented, contravene any Law.
- 8.5 The Service Provider's objections to a proposed General Change shall be dealt with as follows:
- (A) if TfL disagrees with the objections raised by the Service Provider in the Objection Notice, the Service Provider and TfL shall meet with a view to establishing whether the Service Provider's objections are valid;
  - (B) if, within ten (10) Working Days of receipt by TfL of any Objection Notice, the validity or otherwise of the Service Provider's objections remain to be agreed, the question of validity shall be resolved in accordance with the Dispute Resolution Procedure; and

- (C) if TfL agrees with the objections in the Objection Notice and this is notified to the Service Provider in writing, or it is determined by the Dispute Resolution Procedure that the objections in the Objection Notice are valid, the relevant Change Control Request shall be deemed to be withdrawn.

8.6 If, following receipt of an Objection Notice, it is agreed in writing by the Parties or determined by the Dispute Resolution Procedure that the objections in an Objection Notice are not valid the Service Provider shall, as soon as reasonably practicable and in any event within the periods set out below or as otherwise expressly agreed in writing between the Parties, deliver to TfL one of the following, in accordance with TfL's instructions:

- (A) an Initial Response in accordance with Annex B within ten (10) Working Days; or
- (B) an Impact Assessment in accordance with paragraphs 8.7 and 8.10 within twenty (20) Working Days,

of the date of such agreement or determination.

8.7 The Service Provider shall ensure that the Impact Assessment includes the following:

- (A) sufficient details of the Change (including, subject to paragraph 7, an estimate of the costs or savings of implementing the Change and the effect of the Change on the Service Charges)) to enable TfL to evaluate such Change;
- (B) impact on the Services, Service System(s) and Interfaces;
- (C) the proposed inclusion of any Software which is not COTS, or any Supplier Materials in the Source Systems;
- (D) information of Interfaces and Interface Specifications in connection with the proposed Change;
- (E) a detailed cost/benefit and risk/reward analysis of the Change;
- (F) any amendment to this Agreement necessary to reflect the Change;
- (G) any impact or possible impact of (including without limitation all risks and possible issues associated with or resulting from) the Change on:
  - (1) the provision of the Services or the Service Provider's ability to comply with its obligations under this Agreement;
  - (2) any Milestone Date which will or is likely to be affected;
  - (3) the Planned Operational Commencement Date (if appropriate);
  - (4) the Requirements;
  - (5) the Service Provider's Solution; and / or

- (6) the Service Systems and/or the systems of Other Service Providers and/or Third Parties, as applicable;
- (H) the proposed timescale for implementation of the Change and the steps and measures (in as much detail as practicable in the circumstances) that the Service Provider intends to take in order to implement the Change, including:
  - (1) the details of any date or dates by which any decision by TfL is critical;
  - (2) an outline of the Service Provider detailed obligations;
  - (3) an updated Implementation Plan (if the Change proposed is due to take effect in the Implementation Phase);
  - (4) the programme (including a high level plan) for implementing the Change and any Milestones;
  - (5) the date that the Change will take effect; and
  - (6) any proposed date for acceptance; and
- (I) any Parameter Changes forming part of the Change.

8.8 The Service Provider shall ensure that:

- (A) the Impact Assessment is drawn up in accordance with the pricing principles set out in Annex D to this Schedule; and
- (B) there is no material omission or inaccuracy in the facts and pricing assumptions provided by it, on which any proposed adjustment to the Service Charges or other proposed One-off Charges are based, and which are set out or referenced in the Impact Assessment.

8.9 Following receipt of the Impact Assessment by TfL:

- (A) as soon as practicable after TfL receives the Impact Assessment, the Service Provider and TfL, either at a Commercial Review Meeting or as part of normal business, shall discuss, further develop and attempt to agree in writing and finalise the Impact Assessment which shall include the impact on Milestones (save that the Service Provider acknowledges and agrees that in relation to the impact on Milestones, the decision of TfL shall be final);
- (B) in the discussions referred to in paragraph 8.9(A), the Service Provider shall demonstrate that the requirements of Annex D have been complied with and that (without limitation):

- (1) any expenditure that has been avoided, which was anticipated to be incurred to replace or maintain assets that have been affected by the General Change, has been taken into account in the Impact Assessment;
  - (2) the Service Provider has procured or shall procure that its Sub-Contractors minimise any increase in costs and maximise any reduction in costs;
  - (3) the Service Provider shall ensure that any expenditure to be incurred or avoided is being calculated in a cost effective manner, including showing that when such expenditure is incurred, foreseeable changes in Law at that time have been taken into account by the Service Provider;
- (C) as a result of the Impact Assessment or discussions, TfL may revise or withdraw the Change Control Request relating to the General Change. Following the receipt of any revised Change Control Request, the Service Provider shall as soon as practicable notify TfL of any revisions to the Impact Assessment; and
- (D) if the Service Provider and TfL cannot agree on the contents of the Impact Assessment after a period of twenty (20) Working Days following the date of the first meeting to discuss the Impact Assessment or, if the Service Provider is required to notify TfL of any revisions to the Impact Assessment, a period of twenty (20) Working Days following the date of receipt by TfL of such notification, the matters which are not agreed shall be determined in accordance with the Dispute Resolution Procedure.
- 8.10 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 8.9, TfL shall:
- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the Change in accordance with the Impact Assessment, as so agreed or determined; or
  - (B) notify the Service Provider that TfL is withdrawing the relevant Change Control Request.
- 8.11 Upon receipt of the Change Authorisation, the Service Provider shall promptly (and in any event within ten (10) Working Days produce a serially numbered draft amendment to this Agreement, such amendment reflecting the terms of the Impact Assessment (including but not limited to all necessary amendments to the Agreement and related documentation required as a result of the implementation of the Change). The Parties shall discuss, agree and execute such amendment to this Agreement within ten (10) Working Days
- 8.12 The Service Provider shall as soon as practicable (and in any event within ten (10) Working Days, following issue of the amendment in accordance with paragraph 8.11, implement the relevant General Change in accordance with the terms of the Impact Assessment and the amended Agreement, as agreed or determined pursuant to paragraph 8.8.



9. **General Change Proposed by the Service Provider**

- 9.1 The Service Provider shall be entitled to request General Changes in accordance with this paragraph 9. In relation to each such requested General Change, unless and until a written Change Authorisation has been issued by TfL and accepted by the Service Provider in accordance with the provisions of this paragraph 9, the Service Provider shall, unless otherwise expressly agreed in writing by TfL, continue to provide the Services in accordance with the existing terms of this Agreement.
- 9.2 If the Service Provider wishes to propose a General Change, the Service Provider shall provide to TfL a Change Control Request together with an Impact Assessment relating to such requested General Change. Such Impact Assessment shall contain the detail set out in paragraphs 8.7 and 8.8 and the cost of preparation of such Impact Assessment shall be borne by the Service Provider.
- 9.3 Upon receipt of a Change Control Request and Impact Assessment from the Service Provider in accordance with paragraph 9.2 above, the provisions of paragraph 8.9 shall apply to the discussion and agreement (or determination) of such Impact Assessment.
- 9.4 Within twenty (20) Working Days of an Impact Assessment being agreed or determined pursuant to paragraph 9.3, TfL may (at its discretion):
- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to implement the General Change in accordance with the Impact Assessment; or
  - (B) notify the Service Provider that it rejects the Change Control Request.
- 9.5 For the avoidance of doubt, TfL shall not be required to pay the Service Provider any amounts (including costs and expenses), which the Service Provider may have incurred in the preparation of the Change Control Request or the Impact Assessment raised in accordance with paragraph 9.1 above.
- 9.6 Upon notice of a Change Authorisation being issued by TfL the provisions of paragraph 8.11 and 8.12 shall apply in respect of the General Change.

10. **Emergency Change**

- 10.1 TfL shall be entitled to request an Emergency Change in accordance with this paragraph 10.1.
- 10.2 If a situation requiring the implementation of an Emergency Change (an “**Emergency Situation**”) comes to the attention of the Service Provider or if the Service Provider believes that an Emergency Situation is shortly to occur it shall promptly inform TfL in writing.
- 10.3 If TfL considers that an Emergency Change is required, whether or not the situation has been brought to its attention by the Service Provider, TfL shall be entitled to serve on the Service Provider a Change Control Request relating to such Emergency Change which shall set out the following to the extent possible given the circumstances:

- (A) without fettering the discretion of TfL, an explanation of the Emergency Situation that has arisen and the consequent need for an Emergency Change including such level of detail as TfL considers appropriate in the circumstances; and
- (B) a description of the proposed Emergency Change including details of any required changes to the Services and the actions that TfL requires the Service Provider to take.

10.4 Upon receipt by the Service Provider of a Change Control Request relating to an Emergency Change the Service Provider shall as soon as practicable, having regard to the urgency of the circumstances and in any event within two (2) Working Days, or such longer period as the Parties may agree in writing, following such receipt:

- (A) carry out such acts as are necessary and/or as TfL may direct to implement the relevant Emergency Change provided that the Service Provider shall not be obliged to carry out any acts to the extent the Service Provider can demonstrate to TfL's reasonable satisfaction that any such acts would, if implemented, contravene any Law;
- (B) notify TfL of the action that the Service Provider is taking in sufficient detail to enable TfL to evaluate the Impact Assessment provided pursuant to paragraph 10.4(C);
- (C) provide TfL with an Impact Assessment in relation to the Emergency Change setting out:
  - (1) subject to Annex D, the Service Provider's reasonable proposals in relation to any One-off Charge or adjustment to the Service Charges required as a result of the Emergency Change;
  - (2) the Service Provider's opinion on any anticipated impact of the Emergency Change on the provision of the Services;
  - (3) any action that has been taken by the Service Provider prior to the issue of the Impact Assessment to implement the Emergency Change;
  - (4) an indication of the costs that prior to the issue of the Impact Assessment have been incurred by the Service Provider in implementing the Emergency Change and an indication of the total value of Sub-Contracts entered into by the Service Provider in relation to such Emergency Change to date in accordance with Annex E and to the extent those amounts might become payable by TfL, together with such supporting information as TfL may reasonably require; and
  - (5) all the opinions and information which the Service Provider is required to provide in an Impact Assessment, as detailed in paragraphs 8.7, 8.8 and 8.9 (which shall apply to such Impact Assessment *mutatis mutandis*), to the extent that such information is relevant to the Emergency Change, including a reconciliation of the proposals made in the Impact Assessment with the actions taken, costs incurred and payments made to date.

- 10.5 Within three (3) Working Days of receipt by TfL of the relevant Impact Assessment, the Service Provider and TfL shall discuss, having regard to the urgency of the situation, further develop and finalise on a fair and reasonable basis (including as regards payment, subject to paragraph 7) the matters set out in that Impact Assessment having regard to any action taken and costs incurred by the Service Provider and any further payments made by TfL since its issue.
- 10.6 If the Service Provider and TfL cannot agree the contents of the Impact Assessment within five (5) Working Days from TfL's Change Control Request and TfL has not withdrawn the Change Control Request, then unless an extension to this timeframe is agreed in writing with TfL, the matter shall be determined in accordance with the Dispute Resolution Procedure.
- 10.7 Within three (3) Working Days of the Impact Assessment being agreed or determined pursuant to paragraph 10.5 and 10.6, TfL shall:
- (A) issue to the Service Provider a Change Authorisation requiring the Service Provider to continue to implement the Emergency Change in accordance with the relevant Impact Assessment; or
  - (B) instruct the Service Provider to cease the implementation of the Emergency Change (as applicable) and notify the Service Provider that TfL is withdrawing the Change Control Request in respect of that Emergency Change.
- 10.8 The Service Provider shall at all times carry out the implementation of an Emergency Change in accordance with paragraph 10.4(A) and TfL's directions, notwithstanding that the price (if applicable) or any other details contained in the relevant Impact Assessment have not been agreed or determined pursuant to paragraph 10.7.
- 10.9 Upon the receipt of any Change Authorisation in respect of an Emergency Change, the provisions of paragraphs 8.11 and 8.12 shall apply to such Change Authorisation.

## 11. **Mandatory Changes**

- 11.1 TfL shall be entitled to require a Mandatory Change in accordance with this paragraph 11.
- 11.2 If the Service Provider reasonably believes that a Mandatory Change is required at any time it shall promptly inform TfL in writing (but TfL shall be under no obligation to approve such change).
- 11.3 Subject to paragraph 11.4:
- (A) the provisions of paragraphs 8.2, 8.3, 8.4 and 8.7 to 8.12 (inclusive) of this Schedule shall apply in respect of any Mandatory Change required as a result of a Change in Law, *mutatis mutandis*, provided always that:
    - (1) where a Mandatory Change is required as a result of a Change in Law, the provisions of paragraph 13 (*Costs of Changes in Law*) shall apply in addition to the provisions of this paragraph; and

- (2) in addition to the matters listed in paragraph 8.9(B), the Service Provider shall be required at the same time to provide evidence where possible to TfL of how the relevant Change in Law has affected prices charged or costs incurred by contractors providing services similar to the Services, including (where relevant) any Sub-Contractors; and
- (B) the provisions of paragraphs 8.2 to 8.12 (inclusive) of this Schedule shall apply in respect of any other Mandatory Change, *mutatis mutandis*, subject to any different timeframes specified by TfL in the relevant Change Control Request.
- 11.4 The Service Provider shall carry out such acts as are necessary and/or as TfL may direct to implement a Mandatory Change in accordance with TfL's directions, notwithstanding that the price or any other details contained in the relevant Initial Response and/or Impact Assessment have not been agreed or determined pursuant to paragraph 11.3.
12. **Merchant Acquirer Changes**
- 12.1 TfL shall at any time be entitled to request a change of the Merchant Acquirer in accordance with paragraph 6.2(A) of Schedule 32 (*Revenue Collection and Payment*) (a "**Merchant Acquirer Change**").
- 12.2 If there have been no previous Merchant Acquirer Changes implemented during the Term of the Agreement, the Service Provider shall plan, test and implement the Merchant Acquirer Change and shall not be entitled to require an increase in Service Charges or payment of other sums whether under the Change Control Request Procedure initiated by the Change or otherwise to finance that Change.
- 12.3 If one (1) or more Merchant Acquirer Changes have been previously implemented during the Term of the Agreement, such Merchant Acquirer Change shall be implemented in the same way as a General Change proposed by TfL, as set out in paragraph 8 of this Schedule.
13. **Costs of Changes in Law**
- 13.1 Each Party shall be responsible for its own costs in complying with their obligations under this Agreement incurred as a result of, or in relation to, a Change in Law except to the extent set out in paragraph 13.2.
- 13.2 The Service Provider shall be entitled to payment by TfL in accordance with the other provisions of this Schedule in respect of the costs of complying with any Change in Law where such Change in Law affects (without exception) a Scheme which constitutes:
- (A) an amendment, alteration or modification to or repeal of an existing Scheme Order (or any elements thereof);
- (B) the introduction of any new Scheme Order (or any elements thereof)
- (C) the judgment of a competent court which changes a binding precedent or the interpretation of any Scheme Order;

- (D) the suspension of any Scheme Order;
- (E) the introduction of or amendment to any TfL policy, instruction or guidance on any matters relevant to the operation and/or administration of one or more Schemes; or
- (F) the introduction of any Law, the terms of which apply expressly to either: (i) the Schemes and not to other schemes; and/or (ii) providers of road user charging services and not to other persons,

AND which constitutes a change to the Services (or the scope thereof)

but EXCLUDING the costs of complying with any such Change in Law:

- (G) except in relation to the circumstances referred to in paragraph 13.2(F)(ii), to the extent that such types of costs are incurred by businesses other than that of the Service Provider (including without limitation by virtue of their location and/or their means of operation);
- (H) to the extent that such costs are already taken account of in the relevant Milestone Payments and/or Service Charges and/or other sums payable to the Service Provider under this Agreement;
- (I) where such Change in Law was otherwise foreseeable as at the date of this Agreement including the implementation in the UK of the Data Protection Directive (except to the extent that any resulting costs relate to the implementation and/or operation of Additional Services); and/or
- (J) in respect of which payment is otherwise expressly prohibited under this Agreement.

#### 14. **Restricted Changes**

14.1 In the event that any Change or Additional Service involves or may involve the provision of the Services or part of the Services in any way on or from any site, premises, facility, location or jurisdiction other than the Premises or by any Third Party other than a Sub-Contractor registered in a jurisdiction in which a current Sub-Contractor operates (or an employee of such a Sub-Contractor) or a Key Sub-Contractor, including without limitation in respect of all design, build, laboratory certification, application development or coding, testing, acceptance, support, maintenance or other Services, (a "**Restricted Change**"), the Service Provider shall ensure that the Initial Response or Impact Assessment (as applicable) includes the information set out in paragraph 14.2 in addition to any other requirements set out in this Schedule (and the Service Provider shall ensure that a copy of that Initial Response or Impact Assessment (as applicable) is provided to "TfL Legal" at the address specified in (or pursuant to) Clause 73 (*Notices*)).

14.2 The information referred to in paragraph 14.1 in respect of a Restricted Change is as follows:

- (A) the jurisdiction on or from which those Services are proposed to be provided;
- (B) any proposed Sub-Contractor, which the Service Provider agrees may be classified by TfL (at TfL's absolute discretion) as a Key Sub-Contractor in connection with those Services including without limitation in order to flow

down certain provisions of this Agreement to the Key Sub-Contract and for that Key Sub-Contract to be subject to a collateral deed in each case pursuant to Clause 33 (*Sub-Contractors and Key Sub-Contractors*);

- (C) a summary of the differences between the Law applicable in the United Kingdom and the Law (if any, or a statement that no relevant Law is in force) in the proposed jurisdiction relating to:
- (1) the protection and enforcement of Intellectual Property Rights in connection with this Agreement;
  - (2) confidentiality or trade secrets and security in connection with this Agreement;
  - (3) data protection or privacy in connection with this Agreement;
  - (4) employment, employees, benefits and pensions as they relate to Personnel of the Service Provider or a Sub-Contractor or any rights, obligations or entitlements arising from the TUPE Regulations or any comparable or similar Laws; and
  - (5) other items which the Service Provider considers to be relevant Laws or regulations, guidance, codes or standards in line with Good Industry Practice in connection with this Agreement;
- (D) the names, positions and brief details of Personnel who require access to or may generate or develop Confidential Information or Intellectual Property Rights of TfL (or third party licensors of TfL) and proposed processes, procedures and other methods of restricting or limiting access to that Confidential Information or those Intellectual Property Rights;
- (E) the Service Provider's proposals in respect of avoiding (where possible) and reducing any impact or possible impact of the Change or Additional Services on the rights and remedies of TfL, the TfL Group, any New Service Provider, any Other Service Provider or other Third Party under this Agreement, in common law or in equity (including without limitation rights under Clauses 7 (*Implementation and Migration*), 10 (*Testing*), 13 (*Contract Management*), 15 (*Co-operation with TfL and Others*), Clause 19 (*Systems, Support and Maintenance*), Clause 35 (*TfL Monitoring Staff*), Clause 36 (*Audit and Inspection*), Clause 49 (*Information Governance*) and Clause 60 (*Step-in*);
- (F) the cost savings or reduction in Service Charges available to TfL (on an 'open book' basis in accordance with Clause 36 (*Audit and Inspection*) and Clause 37 (*Open Book*)) set out in accordance with Annex E taking into account any additional risk to TfL in connection with the proposed Change or Additional Services; and
- (G) any other impact or possible impact, which the Service Provider can reasonably be expected to be aware of at the time, of the Change or Additional Services including without limitation geo-political issues or governmental regimes in the proposed jurisdiction, language, infrastructure, telecommunications, time zones, any other means of communication, Personnel issues, or any other obligations of the Service Provider under this Agreement.

- 14.3 TfL agrees that nothing in paragraph 14.2(C) is intended to oblige the Service Provider to provide formal local law legal advice and such information, which shall be given in good faith, shall not constitute binding and comprehensive legal advice. TfL shall, if thought appropriate by TfL, seek such advice in accordance with its internal requirements.
- 14.4 The Service Provider agrees that TfL may, in relation to any Restricted Change, request additional terms and conditions in connection with the Restricted Change which the Parties may agree prior to the Change Authorisation, including without limitation terms and conditions which the Service Provider shall impose upon any Sub-Contractor (or shall require a Sub-Contractor to impose on its Sub-Contractors and so on) by agreement in writing between the Service Provider and the Sub-Contractor (or, if applicable, the Sub-Contractor and its Sub-Contractor, and so on).
- 14.5 The Service Provider shall ensure that no Restricted Change is made or commenced in any way without a Change Authorisation having been issued pursuant to the provisions of this Schedule and the Service Provider agrees that any Change Authorisation in connection with any Restricted Change shall be subject to the approval of "TfL Legal" by way of express authorisation and signature on the Change Authorisation by "TfL Legal", and any Change Authorisation involving any Restricted Change shall have no effect unless such express authorisation has been included on that Change Authorisation. This paragraph 14.5 is without limitation to paragraph 4.13 of this Schedule.
15. **Open Source Software**
- 15.1 In the event that any Change or Additional Service involves any Software licensed under an Open Source Licence, the Service Provider shall ensure that the Initial Response or Impact Assessment (as applicable) includes a technical description of that Software (and its proposed interfaces (if any) with TfL's and/or the Other Service Providers' Systems) and the terms and conditions of the Open Source Licence in addition to any other requirements (and the Service Provider shall ensure that a copy of that Initial Response or Impact Assessment (as applicable) is provided to "TfL Legal" at the address specified in (or pursuant to) Clause 73 (*Notices*) including without limitation for review of the Open Source Licence).
- 15.2 The Service Provider agrees that the provisions of paragraphs 14.4 and 14.5 of this Schedule shall apply (amended *mutatis mutandis*) in relation to Software licensed under an Open Source Licence.

## Annex A - Form of Change Control Requests

### Request For Change – Applicable to All Change Control Requests

<b>LRUC CHANGE CONTROL REQUEST</b> (please attach any supporting documentation)				
<b>TfL Budget Code</b> (allocated by TfL Commercial)		<b>CCR No.</b> (allocated by TfL Ch M)		<b>CCR Version No.</b> (allocated by TfL Ch M)
<b>Change Title</b>				
<b>Originating Organisation/Team</b>		<b>Work Area(s) Affected</b>	<b>Spearment Project ID No.</b>	<b>No. of Attachments</b>
<b>Contract requirement or contract reference amended by this change</b>				
<b>Description of proposed change</b> (assumption, requirement, procedure, programme)				
<b>Acceptance Criteria</b> (factors to be tested at acceptance stage)				
<b>Parties consulted</b> (internal and external individuals / groups)				
<b>Reason for change</b> (drivers, objectives, success criteria)				
<b>Potential Benefits</b> (include cost savings, benefits to other work areas, improved customer satisfaction)				
<b>Date that change is required</b> (provide a calendar date if possible and the effect if this date is not met)				
<b>Potential Impact on Third Parties</b> (e.g. change to interface with, joint testing with, test data needed)				
<b>Alternatives considered</b> (including "do nothing" scenario)				
<b>Impact Assessment Requirements</b> (specific, in addition to cost, programme, technical, operational)				
<b>Other Work Areas Consulted</b> (originator to complete – give details of impact or state "no impact") Originator to liaise with other business areas as necessary to complete this section of the CCR form Assessing organisation to consider all work areas in their Impact Assessment, even if no impact identified here				
<b>1. Connected Third Parties (include date &amp; ID number of CCR raised)</b>				
<b>2. Information Governance</b>				
<b>3. IM</b>				
<b>4. TfL Online</b>				
<b>5. Finance</b>				
<b>6. Business Operations</b>				
<b>7. Enforcement Operations</b>				
<b>8. Other – Please Specify</b>				
<b>CCR Sign Off</b>	<b>Originator</b>		<b>Date</b>	
	<b>TfL Team Leader</b>		<b>Date</b>	
	<b>TfL IT Manager</b>		<b>Date</b>	
	<b>TfL Change Man.</b>		<b>Date</b>	

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## Annex B

### Change Control Initial Response Form

**Applicable only in circumstances where TfL requests an Initial Response**

LRUC CHANGE CONTROL INITIAL RESPONSE FORM (please attach any supporting documentation)			
<b>CCR No.</b> (allocated by TfL ChM)		<b>CCR Version No.</b> (allocated by TfL ChM)	<b>IR Version No.</b> (allocated by TfL ChM)
<b>Assessing Team</b>			<b>No. of Attachments</b>
<b>Scope, Contents and Key Services of Change</b> (define what is to be deemed in scope / identify all key services affected – to be included in the impact assessment)			
<b>Deliverables</b> (key dates/Milestones for the implementation of the change – to be included in impact assessment)			
<b>Cost Impact</b> ((an estimate of the cost of change/impact of change on Service Charges)			
<b>Resource Impact</b> (an estimate of time required for scoping, preparation and production of impact assessment)			
<b>Documentation</b> (identify all changes to contract and/or design documents)			
<b>Any Other Impacts And / Or Risks</b> (including mitigations for any risks identified)			
<b>Dependencies and Assumptions</b>			
<b>Recommendation</b> (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer			
<b>Signed (Assessor)</b>			<b>Dated (Assessor)</b>
<b>Signed (Team Leader)</b>			<b>Dated (Team Leader)</b>

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Logged By (TfL Ch M)		Dated (TfL Ch M)	
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## ANNEX C

### Agreed Form of Impact Assessment

#### Applicable to All Change Control Requests

<b>LRUC CHANGE CONTROL IMPACT ASSESSMENT FORM</b> (please attach any supporting documentation)			
<b>CCR No.</b> (allocated by TfL ChM)		<b>CCR Version No.</b> (allocated by TfL ChM)	<b>IAF Version No.</b> (allocated by TfL ChM)
<b>Assessing Team</b>		<b>Attachment</b> (no. pages)	
<b>IMPACTS</b> (All impacts to cover Design, Implementation and Operational phases)			
<b>Programme Impact</b> (specific deliverables, Milestones, Milestone Dates and Milestone Achievement Criteria)			
<b>Cost Impact</b> (detailing costs or savings / impact of change on Service Charges / cost/benefit analysis)			
<b>Technical Impact</b> (including change type: application, operational, infrastructure, contract)			
<b>Operational Impact</b> (including any factors relating to testing/acceptance regime)			
<b>Impact on Service Systems and Interfaces</b> (including proposed designation of any Software)			
<b>Impact on Third Parties</b> (Change to interfaces / joint testing with / test data needed)			
<b>Any Other Impacts And / Or Risks</b> (including mitigations for any risks identified)			
<b>Documents</b> (Identify all changes to Contract and / or Design documents)			
<b>Dependencies And Assumptions</b>			
<b>Have the applicable principles and requirements of the Data Protection Act, Payment Card Industry Data Security Standards and ISO27001/2 information security controls, along with access to DVLA and other similarly classified data (where relevant) been considered in this impact assessment?</b>			
<b>Dependencies And Assumptions</b>			
<b>Documents (Identify all changes to contract and/or Design documents</b>			
<b>Date/Release for which this change is to be implemented</b>			
<b>Effective Date of this Change</b>			
<b>XXX Response to the Specific Requirement</b>			
<b>Recommendation</b> (to be completed by Service Provider) Accept and proceed to IAF / Reject / Defer			
<b>Signed (Assessor)</b>		<b>Dated (Assessor)</b>	
<b>Signed (Team Leader)</b>		<b>Dated (Team Leader)</b>	

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Logged By (TfL Ch M)		Dated (TfL Ch M)	
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## Annex D

### Principles to Apply to the Pricing of Changes to this Agreement

This Annex sets out the principles to apply to quotations for Impact Assessments and the determination of any payment to the Service Provider or any adjustment of the Service Charges relating to a Change.

#### 1. Introduction

- 1.1 No Change shall be chargeable unless otherwise agreed with the TfL in accordance with this Annex.
- 1.2 The Service Provider may only propose changes to the Service Charges or the imposition of One-off Charge in connection with a Change to the extent permitted under, and then only in accordance with, this Annex.
- 1.3 The Service Provider shall, as soon as reasonably practicable after a written Change Control Request has been received by either Party, or the Parties agree to proceed with a proposed change in accordance with this Schedule 9 (*Change Control Request Procedure*), notify TfL in writing whether the proposed change:
  - (A) can be provided by the Service Provider using existing resources (and so without any increase in the Service Charges);
  - (B) will lead to a reduction of the Service Charges; or
  - (C) may result in an increase to the Service Charges or the imposition of a One-off Charge, in which case the Service Provider will confirm to TfL the basis on which it believes it is entitled to increase the Service Charges or to impose the proposed One-off Charge in accordance with the rules set out in this Schedule 9.

#### 2. Non-Chargeable Changes

- 2.1 The Service Provider may not:
  - (A) increase the Service Charges on account of a proposed Change where the proposed Change can be implemented using the Service Provider's then current resources covered by the existing Service Charges or where the proposed Change relates to the introduction of a new Service which can be provided within the existing Service Charges;
  - (B) increase the Service Charges for a proposed Change unless the Service Provider can demonstrate to TfL that the Change will result in a material increase in the Service Provider's costs; or
  - (C) increase the Service Charges where this Agreement provides that the Service Provider shall bear the costs of the proposed change (or that such change shall be implemented with no cost to TfL).

- 2.2 Those changes that the Service Provider is required to carry out at its own cost include:
- (A) changes in respect of which the Service Provider incurs additional costs, where such additional costs are caused by default, negligence, inaction or any omission on the part of the Service Provider;
  - (B) any changes to the Services expressed as being at no cost to TfL (or as being at no additional cost to TfL, or similar);
  - (C) changes that are required to remedy a default or breach of this Agreement by the Service Provider including any changes or other actions taken by the Service Provider as a result of TfL exercising its rights under Clause 58 (*Remedy Plans*) or Clause 59 (Enhanced Cooperation);
  - (D) changes that arise from the Service Provider complying with applicable Laws to the extent that such applicable Laws specifically relate to the business or operations of the Service Provider; and
  - (E) any changes that are required for the Service Provider to carry out and meet its obligations under this Agreement unless this Agreement expressly provides otherwise.

2.3 To the extent that any Change includes a Parameter Change, there shall be no Charge for that Parameter Change.

2.4 The first five (5) man days of effort for any Change shall be at no cost to TfL.

### 3. **Chargeable Changes**

3.1 Subject to sections 2 and 4 of this Annex D, a Change may result in:

- (A) a change to the Service Charges; and/or
- (B) a One-off Charge, structured as additional Milestone Payments.

3.2 Any One-off Charges for implementing a Change which is chargeable shall, unless otherwise agreed by the Parties, be calculated on a time and materials basis using the applicable Day Rates and/or equipment prices specified in the Billing Model.

### 4. **Service Charge Review Procedure**

4.1 In respect of all Changes for which the Service Provider proposes a change to the Service Charges (or a One-off Charge), the Service Provider shall, if requested, provide to TfL:

- (A) an analysis of the reasons that the Service Provider believes its costs will be increased as a result of the proposed Change and any supporting financial data, management information and other information reasonably requested by TfL setting out why the Service Provider has not been able to mitigate the

costs of such change through the redeployment of resources or other mechanisms;

- (B) evidence that the Service Provider has, where possible and relevant, shared the cost of the proposed change with other customers of the Service Provider;
- (C) evidence that the Service Provider is currently utilising the resources available to it in accordance with then current best practices as regards costs and organisational efficiencies;
- (D) evidence that it reviewed alternatives to accommodate the change without adjusting or increasing the Service Charges;
- (E) evidence that it has minimised the costs of such Change to TfL;
- (F) details of proposed one-off charges and/or changes to the on-going Service Charges based upon the above verifying that the proposed charges are fair, reasonable and market competitive; and
- (G) any other relevant information reasonably requested by TfL.

4.2 No change to the Service Charges or One-off Charge shall be permitted in respect of a Charge unless the Service Provider has complied with section 4.1 and TfL, having considered the information provided by the Service Provider pursuant to that section, agrees that such Change to the Service Charge or One-off Charge meets the requirements of this Annex.

4.3 The Service Provider shall maintain, and make available to TfL on request, such complete and accurate records (in the form of authorised timesheets or other records of work undertaken and resources employed and appropriately authorised) as may reasonably be required by TfL to verify the accuracy and integrity of all charges and any other sums invoiced by the Service Provider in respect of such Change (including in respect of any non-staff based specialist resources are properly provided by the Service Provider in relation to a given proposed Change to this Agreement over a short period of time to undertake some new development or other short-term activity).

4.4 If the Parties agree a change to the Service Charges or a One-off Charge, the Service Provider shall prepare an updated version of the Billing Model and submit it to TfL for Approval.

## Annex E - Change Control Pricing Template

### Applicable to All Change Control Requests

LRUC CHANGE CONTROL PRICING TEMPLATE (please attach any supporting documentation)					
<b>CCR No.</b> (allocated by TfL ChM)		<b>CCR Version No.</b> (allocated by TfL ChM)		<b>IAF Version No.</b> (allocated by TfL ChM)	
<b>Assessing Team</b>			<b>No. of Attachments</b>		
<b>Pricing Components:</b>					
<b>Labour:</b>					
<b>Role</b>	<b>Grade</b>	<b>No. Days</b>	<b>Rate per Day</b>	<b>Expenses</b>	<b>Total Charge</b>
<b>Hardware:</b>					
<b>Asset Description</b>	<b>System Support or Service Owned</b>	<b>Provider</b>	<b>Purchase Price</b>	<b>Installation Price</b>	
If additional hardware is to be provided as part of the Services then the pricing tables and transaction prices will be updates as appropriate and attached hereto.					
<b>Software:</b>					
<b>Software Product</b>	<b>Version</b>	<b>Description</b>	<b>Licence Fee</b>	<b>Support Fee</b>	
<b>Third Party Costs:</b>					
<b>Third Party</b>	<b>Scope / Role</b>	<b>Quotation Attached Y/N</b>	<b>Total Charge</b>	<b>Quotation Expiry Date</b>	
For Third Party charges above [£TBA with TfL] XXX will obtain and provide to TfL 3 quotations together with an analysis of the bids and XXX's recommendation as to which third party to select.					
<b>TfL Dependencies / Deliverables including other services provider dependencies:</b>					
XXX to provide, as far as it reasonably can, an estimate of TFL financial implications either in terms of person days or, where known, costs and financial implications.					
<b>Other Costs (if applicable) – e.g. cost of money for amortised investments or other financial implications</b>					
<b>Recommendation</b> (Accept / Reject / Defer)					
<b>Signed (Assessor)</b>			<b>Dated (Assessor)</b>		



<b>Signed Leader)</b> (Team		<b>Dated Leader)</b> (Team	
<b>Logged By (TfL Ch M)</b>		<b>Dated (TfL Ch M)</b>	